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PART VI

PUBLIC ADVERTISEMENTS

FOREST DEPARTMENT

BANGALORE DISTRICT.

Notification dated 10th October 1936.

RESALE OF FUEL COUPES.

It is hereby notified that the right to cut and remove fuel trees or to burn and remove charcoal in the undermentioned coupes in the following State Forests of the Bangalore District, from the date of confirmation of the sale up to 15th May 1937 will be sold by public auction by the District Forest Officer, Bangalore District, or any other officer deputed by him for the purpose, at the risk of the original purchasers, on the dates and places subject to the conditions mentioned below:—

The sale will commence at 2 P.M. precisely and will be continued on succeeding days in case the sales are not concluded on that day and will be subject to the confirmation of the District Forest Officer, in case of bids of Rs. 500 and below and of the Chief Conservator of Forests in Mysore, Bangalore, in other cases:—

Name of Range	Name of Forest	Working Circle or Felling Series	Number of Coupe	Year	Area in Acres	Place of Sale	Date of Sale
					Ac. G.		
Closepet ..	Savandurga ..	Hanumandurga F.S.	18	1936-37	71 8	Closepet ..	2-11-1936
Do ..	Siddedevara-betta.	Mayanaya-kanadurga F.S.	14	1936-37	72 2	Do ..	Do
Do ..	Do ..	Siddedevara-betta F.S.	14	1936-37	66 6	Do ..	Do
Satnur Range ..	Achal Forest ..	Achal ..	14	1936-37	56 0	Satnur ..	3-11-1936.
Kankanhalli ..	Bananthamari Forest.	Bananthamari	7	1936-37	190 0	Kankan-halli.	4-11-1936.

For other conditions, please refer to the detailed notification, dated 19th June 1936, published in Part VI, pages 948-952 of the *Mysore Gazette*, dated 2nd July 1936.

C. ABDUL JABBAR,
District Forest Officer.

KOLAR DISTRICT.

Abstract Notification dated 8th October 1936.

The attention of the public is invited to the detailed Notification, published on pages 1681-82, Part VI of the *Mysore Gazette*, dated 15th October 1936, regarding the sale of Teak Scantlings in public auction.

H. V. RANGASWAMIENGAR,
District Forest Officer.

MYSORE DISTRICT.

Abstract Notification dated 8th October 1936.

The attention of the public is invited to the detailed notification regarding the sale of timber in the following Depots, published on pages 1683 to 1684, Part VI of the *Mysore Gazette*, dated 15th October 1936.

Name of Depot	Date of sale	Kind of Timber				
		Teak	Honne	Mathi	Bite (Small sizes)	Jungle-wood
		C.ft.	C.ft.	C.ft.	C.ft.	C.ft.
Chamarajanagar	29th October 1936	5,000	1,500	1,000	1,000	100
Gundlupet	9th November 1936	1,500	750	100	..	..
Manchegowdanahalli	11th November 1936.	10,000	1,500	..	..	500
Hunsur	18th November 1936.	4,500	1,000	250 Honne scantlings. 250	..	..
Periyapatna	19th November 1936.	4,000	1,500	400 Honne scantlings. 250	..	..

Abstract Notification dated 9th October 1936.

The attention of the public is invited to the detailed notification, regarding the sale of the right to cut and remove fuel trees in the coupes of Dhangur Forest, published on pages 1685 to 1686, Part VI of the *Mysore Gazette*, dated 15th October 1936.

Date of sale .. .. .. 4th November 1936.
Time of sale .. .. .. 2 P.M.

K. REVANNA,
District Forest Officer.

HASSAN DISTRICT.

Notification dated 20th October 1936.

It is hereby notified for the information of the public that the right of tapping of wood oil from the duly marked trees in the Ghat Forests of the Manjarabad Range for the year 1936-37, will be sold by public auction by the District Forest Officer, Hassan, or the Range Officer, Manjarabad at Saklespur, on the 16th November 1936. The sale will be subject to the confirmation of the Conservator of Forests, Shimoga, or the District Forest Officer, as the case may be :—

Produce	Forest or locality of lease	Remarks
Tapping, collecting and removing wood oil from marked trees.	1. Kagineri 2. Kabbinale 3. Bisle 3. Kenchankumari 5. Kemphole	Only selected and previously marked trees to be tapped. Time of Sale 2 P.M.

1. Defaulters on account of previous leases will not be permitted to bid.

2. No person will be allowed to bid unless he (1) produces a certificate from the Amildar of the Taluk in which he resides in regard to his solvency and its extent and (2) deposits also with the sale conducting officer a sum of Rs. 10 in cash or currency note. The deposit amount of unsuccessful bidders will be duly returned immediately after the close of the sale.

3. The successful bidder shall immediately after the close of the sale, credit into the Taluk Treasury one-quarter of the entire sale amount with Local and Education Cesses at one anna and six pies in the rupee, respectively, on the full sale amount exclusive of Rs. 10 already deposited. In default, the deposit will be forfeited to Government and a resale will be held at the risk of the defaulting purchaser, who will be liable to make good the loss, if any, but shall not participate in the surplus, if any, to be realised.

4. Within fifteen days of the intimation of sale having been confirmed, the successful bidder shall pay up the balance of three-fourth sale amount to the Treasury at Saklespur and shall also execute a *Mutchalika* on a duly stamped paper and shall furnish a cash security of Rs. 500 or one-fourth of the sale amount, whichever is less, which shall be deposited in the Government Savings Bank in the name of the purchaser, but duly pledged to the District Forest Officer, failing which, the amount already paid shall be forfeited to the Government and a resale held as above.

5. In case the purchaser happens to be a resident outside the State the full purchase money with cesses should be paid at the conclusion of the sale, failing which, the produce will be immediately resold at his risk, forfeiting the initial deposit.

Other Conditions.

(*i*) The lessee or his employees shall not damage the standing trees or other produce in the course of removal.

(*ii*) The lessee shall not sublet the lease without the written permission of the District Forest Officer.

(*iii*) The lessee shall remove the produce before the end of June 1937 and anything left unremoved thereafter shall remain at the disposal of the Department.

(*iv*) The lessee shall hold himself responsible for any fire that may be caused by negligence by himself or his watchmen and shall render all assistance in putting it out.

(*v*) The lessee or his watchmen shall not enter the State Forests either before sunrise or after sunset.

(*vi*) The lessee shall be bound to maintain accounts of the removal of these produce and to render them to the Range Forest Officer, every month during the course of operation.

(*vii*) The produce shall not be removed without being covered by a passport issued by the Forest Range Officer.

(*viii*) In the event of breach of any of these conditions, the lease will be cancelled and the security already furnished forfeited in whole or in part at the discretion of the District Forest Officer, whose orders will be final.

Note.—Interest at 6¼ per cent per annum will be levied on all arrears of amounts permitted to be paid after the due date.

N. VENKATARAMAIYA,
District Forest Officer.

SHIMOGA FOREST DIVISION.

Abstract Notification dated the 4th October 1936.

Attention of the public is invited to the detailed notification of date calling for tenders for the repairs to Agumbe Emakalkere—Nalur Road, in Agumbe Range, during the year 1936-37, published on pages 1686-1687, Part VI of the *Mysore Gazette*, dated 15th October 1936.

Tenders will be received by the District Forest Officer, Shimoga, up to 2 P.M. on 31st October 1936.

P. KRISHNASWAMI RAO,
District Forest Officer.

OFFICE OF THE CONSERVATOR OF FORESTS, SHIMOGA.

Abstract Notification dated 6th October 1936.

VISIT TO JOG FALLS.

Visitors to Jog (Gersoppa) Falls are informed that it is arranged to cater for the vegetarian and non-vegetarian public from the 15th October 1936 to the end of the season, at the rates published in the detailed notification, published on pages 1687-1688, Part VI of the *Mysore Gazette*, dated 15th October 1936.

H. S. NARAYANA RAO,
Conservator of Forests.

SAGAR FOREST DIVISION.

Notification dated 21st October 1936.

It is hereby notified for general information that the right of collection and removal of Honge seeds and leaves from all Government unoccupied lands, Amrut Mahal Kavals, State Forests and Reserved lands and Plantations of the undermentioned Taluk up to the end of June 1938, will be resold by public auction as noted below at the risk of the original purchaser.

The resale will be subject to the confirmation of the District Forest Officer or the Conservator Forests as the case may be.

1. No person will be allowed to bid unless he deposits with the sale conducting officer an earnest money of Rs. 10 which, in the case of all unsuccessful bidders, will be duly returned after the close of the sale.

No defaulters will be permitted to bid at the sale.

2. The highest bidder shall, immediately after the close of the sale, pay up one-fourth of the sale amount together with the Local, Railway and Education cesses on the entire sale amount inclusive of the initial deposit of Rs. 10 and shall further pay into Government Treasury the balance of the three-fourths of the sale amount within fifteen days from the date of intimation of the confirmation of the sale or if that day happens to be a Government Holiday, before the next office day, failing which the sale will be cancelled and a resale held at the risk of the original purchaser who will be liable to make good any loss that may occur which will be recoverable as an arrear of Land Revenue under Section 79 of the Forest Regulation but shall not participate in any profit that may result. Further, all money so far paid shall be forfeited to Government.

3. Within 15 days from the date of confirmation of the sale, the purchaser shall execute a *Mutchalika* on a duly stamped paper and shall further deposit in the Government Savings Bank an amount equal to one-fourth of the sale amount or Rs. 25, whichever is less, duly pledged to the District Forest Officer, failing which the sale will be cancelled and further action taken in accordance with the above conditions.

4. The other conditions will be the same as those applicable in the case of sales of Minor Forest Produce.

5. Interest at 6¼ per cent will be charged on all the belated payments from the date on which they fall due.

Sl. No.	Name of taluk	Place of sale	Date of sale	Remarks—Officer conducting the sale
1	Shikarpur ..	Shikarpur ..	9th November 1936	Sub-Division Officer, Shikarpur.

SALE OF BAMBOOS.

Notification dated 24th October 1936.

It is hereby notified for general information that the right of collection and removal of bamboos from the undermentioned Forests of the Sagar Division for the year 1936-37, will be sold by public auction by the District Forest Officer, Sagar, or any other Officer deputed by him, on the date and place and subject to the conditions mentioned below :—

Name of Range	Name of Forest	Description of Block	Minimum quantity to be purchased				Place of Sale	Date of Sale
			Big Bamboos	Small Bamboos	Medar Bamboos	Seebu		
Hosanagar ..	Sharmanavathi, Haridravati and Kodur.	....	25,000	..	..	..	Range Forest Office, Hosanagar	18th November 1936.

Conditions.

1. The sale will commence at 3 P.M. precisely and will be subject to the confirmation of the District Forest Officer in cases of bids of Rs. 1,000 and below and of the Conservator of Forests in other cases.

N.B.—It should be clearly understood that the contractor shall make his own arrangements for the removal of the bamboos, etc.

2. Each bidder shall, before he is permitted to bid, be required to furnish solvency certificate under the Thangadi sale rules and deposit a sum of Rs. 50 (Rupees fifty) as earnest money with the Officer conducting the sale. The deposit will be returnable to him at the close of the sale if his bid is not accepted. The person whose bid is accepted shall, immediately after the close of the sale, pay 25 per cent of the bid amount less the deposit already paid together with the local cess at one anna per rupee, railway cess at three pies per rupee and education cess at six pies per rupee on the full sale amount, failing which the right will be resold or worked by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working, which will be recoverable from him as arrears of land revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. The bamboos will be sold by number, (*i.e.*, the bidders will have to bid at so much per 1,000 bamboos).

5. Power is reserved to the District Forest Officer or such other Officer conducting the sale, as may be deputed by the District Forest Officer, to accept any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted shall deposit as security a sum of Rs. 50 (Rupees fifty) or 25 per cent of the sale amount, whichever is less, for each block, towards the due fulfilment of the contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement on a stamped paper of proper value accepting the above terms and conditions specified below, failing which the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract. Interest at 6¼ per cent per annum will be charged on all arrears of lease amount to be paid after the due date but before the resale.

The following are the further conditions to which the contractor should bind himself:—

Conditions.

(*a*) That the bamboos shall be collected or stored outside the block at such place or places as may be fixed by the Range Officer concerned and allowed to be removed on check by him and after a permit to remove is issued. Removal without such permits will be an offence to be dealt with according to Law.

(*b*) That the purchaser shall not cut bamboos outside the limits of the block to which the lease refers and not exploit immature clumps less than three years old.

(*c*) That the lessee will be personally responsible for the acts of his agents, servants or coolies employed in the cutting, collection and removal of bamboos and for preventing the cutting of clumps under two years by himself, his agents, servants or coolies.

(*d*) That he shall not sublet the contract to anybody or appoint any agent to work for him except with the written sanction of the District Forest Officer.

(*e*) That he shall have no right whatsoever over the block and over the bamboos paid for but left unremoved in any of the blocks after 30th June 1937.

(*f*) That he shall accept the minimum quantity fixed in the notification as available in the block concerned and shall have no claim on the department for any deficit that may be found. If he removes any quantity above the minimum fixed within the lease period, he shall pay for the excess quantity at auction sale rates.

(*g*) That he shall abide by such orders as the District Forest Officer may issue regulating the transport of bamboos to and collection at their rafting stations.

(*h*) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*i*) That he or his men shall not enter the forest after sunset and before sunrise.

(*j*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of bamboos removed and shall keep it open for the examination of Forest Officers above the grade of Guards.

(*k*) That he understands that the sale does not prohibit the issue of retail licenses at the seigniorage rates or the exercise by the villagers of their rights in the Forests, or the exploitation by the department for supply to any Government Department.

(*l*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

Notification dated 24th October 1936.

SALE OF TIMBER.

It is notified for general information that the undermentioned kinds and quantities of timber will be sold by public auction under the following conditions at the following Depots on the dates noted against each :—

Name of Depot	Date of sale	Teak logs	Teak sawn materials	Honne	Nandi	Hebbahalsu	Other kinds	Remarks
		C.ft.	C.ft.	C.ft.	C.ft.	C.ft.	C.ft.	
Sagar ..	1-12-36	250	100	..	1,000	600	250	The sales will be conducted by the District Forest Officer, Sagar Division, or any other officer deputed by him. The sale will commence at 3 P.M. and if sale is not closed on the sale date, the same will be continued the next morning.
Shikarpur ..	26-11-36	500	..	1,000	500	..	500	
Shiralkoppa.	28-11-36	..	..	250	1,000	..	250	
Anavatty ..	30-11-36	1,000	..	..	..	..	..	
Balekoppa ..	5-11-36	..	..	100	..	..	600	

N.B.—Quantities noted are only approximate.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber not exceeding Rs. 200 in value, this deposit will not be insisted upon, provided that the full purchase money is paid in cash on the spot.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. The sale is subject to the confirmation of the Conservator of Forests, if the amount exceeds Rs. 1,000, and to that of the District Forest Officer in other cases.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt, vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to re-sell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such re-sale. The amount due by such defaulter, on account of loss from re-sale, shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of re-sales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable, and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter, intimating the price fixed by the District Forest Officer for the unsold wood, and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within thirty days after the date of sale or within fifteen days after the date of the notice of confirmation of the sale, whichever is later. The moneys shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser, in the manner prescribed, for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale including the 10 per cent deposit paid for the lot at the time of the sale, and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed, as early as possible, and in no case should it be allowed to remain longer than 90 days after 15th May 1937. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

13. Interest will be charged on all belated payments at 6¼ per cent per annum from the date of their falling due up to the date of payment.

H.-S. RANGACHAR,
District Forest Officer.

BHADRAVATI DIVISION.

Abstract Notification dated 10th October 1936.

The attention of the public is invited to the notification, dated 10th October 1936, published on page 1725, Part VI of the *Mysore Gazette*, dated 15th October 1936, calling for the tenders for the supply of elephant accoutrements to the elephants of this Division.

M. G. VENKATA RAO,
District Forest Officer.

KADUR FOREST DIVISION.

Abstract Notification dated 6th October 1936.

The attention of the public is invited to the detailed notification regarding the sale of the right of collecting and removing Tupra leaves in the several Taluks of this Division, during the year 1936-39, published on pages 1689-1690, Part VI of the *Mysore Gazette*, dated 15th October 1936.

Abstract Notification dated 7th October 1936.

The attention of the public is invited to the detailed notification regarding the sale of timber at Kadur Depot to be held on 31st October 1936, published on pages 1690-1691, Part VI of the *Mysore Gazette*, dated 15th October 1936.

Notification dated 22nd October 1936.

It is hereby notified for general information that the right to prepare and remove timber from trees cut in the following plantation area of the State Forests in Kadur Division, for the year 1936-37 will be sold by public auction by the concerned Range Officers subject to the conditions mentioned below :—

Date of sale, 12th November 1936.

Area cleared for plantation	Honne	Bite	Mathi	Other kinds	Total	Place of sale	Remarks
1937 Plantation.	C.ft.	C.ft.	C.ft.	C.ft.	C.ft.		
Malgode, Halasur State Forest, 10 acres.	50	50	150	200	450	Sangameswarapet.	More or less.
Yelekal, Basavanakote State Forest, 25 acres.	100	50	300	200	650		
Sargode State Forest, 10 acres ..	50	..	100	100	250	Mudgere.	

The sale will commence at 2 P.M. precisely, on the day and will be subject to the confirmation of the District Forest Officer in case of bids of Rs. 1,000 and below and of the Conservator of Forests in other cases :—

N.B.—It should be clearly noted that the contractor, should make his own arrangements for the removal of timber and that the Forest Department will not undertake any responsibility in the matter of opening roads, etc.

N.B.—A working day is only of six hours.

2. Each bidder shall before being permitted to bid, be required to furnish a solvency certificate as under the Thangadi Sale Rules and deposit a sum of Rs. 100 (one hundred) as earnest money with the officer conducting the sale ; the deposit will be returned to him at the close of the sale, if his bid is not accepted. The person whose bid is accepted, shall immediately after the close of the sale, pay 25 per cent of the bid amount less deposit already paid failing which, the right will be resold or the work carried out by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of land revenue but he shall not participate in any gain.

3. Defaulters to the Department will not be allowed to bid at the sale.

4. The timber will be sold in terms of cubic feet (*i.e.*, the bidders will have to bid at so much per cubic foot of timber).

5. Power is reserved to the District Forest Officer or such other officer conducting the sale, as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted shall deposit a sum of Rs. 100 (one hundred) or 25 per cent of the sale amount, whichever is less, for each coupe as security towards the due fulfilment of his contract. He shall pay within that period the remaining 75 per cent of the contract amount due by him and execute an agreement on a stamped paper of proper value accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself :—

(*a*) That he shall prepare and remove the timber purchased by him before the end of March 1937.

(*b*) That he shall dress the logs on the spot. The District Forest Officer's decision regarding the overdressing of logs shall be final and the contractor shall pay such amount for wastage as may be fixed by the District Forest Officer.

(*c*) That only saws shall be used for cutting up the logs into required lengths and that only white wood, knots and flutes shall be removed while dressing the log and no unnecessary waste shall be caused.

(*d*) That he shall bind himself to pay in advance the value of the minimum quantity of timber to be fixed by the District Forest Officer and shall remove all marketable portions of a tree either in logs, pieces or poles.

That he will not be eligible for any refund of advance revenue if the minimum quantity so fixed of each species is not removed, but any excess quantity removed shall be paid for at auction sale rate.

(*f*) That no timber prepared out of any tree shall be removed unless it is measured and stamped at the stump by the Range Officer or such other officer as the District Forest Officer may authorise and until it is duly paid for.

(*g*) That each consignment of timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(*h*) That he shall abide by the rules of the Department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*i*) That if any tree which has been retained by the Department is felled, he shall pay a fine not exceeding Rs. 15 for each such tree.

(*j*) That no operations shall take place in the forest after sunset and before sunrise.

(*k*) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.

(*l*) That he shall have no right whatsoever over the timber paid for but left unremoved after the end of March 1937.

(*m*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of timber from each of them and shall keep it open for the examination of Forest Officers above the grade of guards.

(*n*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

Notification dated 22nd October 1936.

It is hereby notified for general information that the right to cut and remove the following timber trees in the undermentioned coupes in the State Forests in the Kadur Division for the year 1936-37 will be sold by public auction by the District Forest Officer subject to the conditions mentioned below :—

Place of sale: *Chikmagalur*. *Date of sale*: *12th November 1936*.

Coupe	Teak	Honne	Bite	Mathi	Nandi Jambe Jalari Bilwara Hebbalasu	Other kinds.	Total
	C.ft.	C.ft.	C.ft.	C.ft.	C.ft.	C.ft.	C.ft.
Basavanakote Working Circle :—							
Devadan Coupe I of 1929-30 ..	.	500	700	1,000	2,000	4,000	8,200
„ „ II of 1930-31 ..	..	400	700	800	2,000	2,000	5,900
„ „ III of 1931-32 ..	..	800	400	800	1,000	1,200	4,200
Basavanakote Coupe IV of 1932-33 ..	..	2,000	50	2,000	1,000	3,000	8,050
„ „ V of 1933-34 ..	..	2,000	50	2,000	1,500	2,500	8,050
„ „ VI of 1934-35 ..	..	2,000	..	2,000	1,500	3,000	8,500
„ „ VII of 1935-36 ..		2,000	120	2,000	2,000	3,000	9,120
Halasur Working Circle :—	..						
Halasur Coupe I of 1929-30 ..	..	300	50	600	500	1,200	2,650
„ „ II of 1930-31 ..	..	300	100	800	350	1,500	3,050
„ „ III of 1931-32 ..	..	150	50	700	600	800	2,300
„ „ IV of 1932-33 ..	..	200	60	600	500	900	2,260
„ „ V of 1933-34 ..	..	300	50	650	600	1,000	2,600
„ „ VI of 1934-35 ..	..	400	50	500	700	1,500	2,950
Sargode Working Circle :—							
Sargode Coupe I of 1929-30 ..	450	540	15	1,185	195	990	3,375
„ „ II of 1930-31 ..	525	480	..	1,560	..	1,350	3,915
„ „ III of 1931-32 ..	1,500	570	15	1,020	15	795	3 915
„ „ IV of 1932-33 ..	90	150	..	135	..	510	885
„ „ V of 1933-34 ..	255	810	..	1,425	45	1,380	3,915
„ „ VI of 1934-35 ..	255	810	..	1,425	45	1,380	3,915
Huligehalla Coupe I of 1929-30 ..	180	600	15	930	15	705 1,395	2,445
„ „ II of 1930-31 ..	30	810	15	2,220	15		4,485
„ „ III of 1931-32 ..	..	1,035	105	765	120	1,635	3,660
„ „ IV of 1932-33 ..	..	1,080	30	1,260	120	1,530	3,990
„ „ V of 1933-34 ..	..	1,020	..	2,415	180	1,365	4,980
„ „ VI of 1934-35 ..	..	1,020	..	2,415	180	1,365	4,980

The sale will commence at 2 P.M. precisely, on each day, and will be subject to the confirmation of the District Forest Officer, in case of bids of Rs. 1,000 and below, and of the Conservator of Forests in other cases.

N.B.—It should be clearly noted that the contractor should make his own arrangements for the removal of the timber in the Coupes and the Forest Department will not undertake any responsibility in the matter of opening of roads, etc.

2. Each bidder shall, before permitted to bid, be required to furnish a solvency certificate as under the Thangadi Sale Rules and deposit a sum of Rs. 100 (one hundred) as earnest money with the officer conducting the sale; the deposit will be returnable to him at the close of the sale if his bid is not accepte l. The person whose bid is accepted shall, immediately after the close of the sale, pay 25 per cent of the bid amount less deposit already paid, failing which the right will be resold or worked by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of land revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. The standing timber will be sold in terms of cubic feet (*i.e.*, the bidders will have to bid at so much per cubic foot of timber).

5. Power is reserved to the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted shall deposit a sum of Rs. 100 (one hundred) or 25 per cent of the sale amount, whichever is less, for each coupe as security towards the due fulfilment of his contract. He shall pay within that period the remaining 75 per cent of the contract amount due by him and execute an agreement on a stamped paper of proper value, accepting the above terms and the terms specified below, failing which the amount already paid will be forfeited to Government and the produce re-sold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself:—

(*a*) That he shall fell and remove the timber purchased by him before the 15th June 1937.

(*b*) That he shall make the felling of the trees in consecutive order as they are marked without picking or choosing and without causing damage to the surrounding growths.

(*c*) That he shall fell the trees he has purchased and dress the logs on the spot, and shall not remove such logs as the District Forest Officer may declare to be unsound and unfit for sale without recourse to sawing. The District Forest Officer's decision regarding the over-dressing of logs shall be final and the contractor shall pay such amount for wastage as may be fixed by the District Forest Officer.

(*d*) That only saws shall be used for cutting up the logs into required lengths and that only white wood, knots and flutes shall be removed while dressing the log and no unnecessary waste shall be caused.

(*e*) That he shall bind himself to pay in advance the value of the minimum quantity of timber to be fixed by the District Forest Officer and shall remove all marketable portions of a tree either in logs, pieces or poles.

(*f*) That he will not be eligible for any refund of advance revenue, if the minimum quantity so fixed is not removed, but any excess quantity removed shall be paid for at auction sale rate.

(*g*) That no timber prepared out of any tree shall be removed unless it is measured and stamped at the stump by the Range Officer, or such other officer as the District Forest Officer may authorise and until it is duly paid for.

(*h*) That each consignment of timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(*i*) That he shall abide by the rules of the Department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*j*) That if any tree other than the one bearing the departmental stamp or a tree that has not been purchased is felled, he shall pay a fine not exceeding Rs. 15 for each such tree.

(*k*) That no operations shall take place in the forest after sunset and before sunrise.

(*l*) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.

(*m*) That he shall have no right whatsoever over the coupe and over the timber paid for, but left unremoved in any of the coupes after the 30th June 1937.

(*n*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of timber from each of them and shall keep it open for the examination of Forest Officers above the grade of guards.

(*o*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor, a notice of the cancellation of contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

Notification, dated 22nd October 1936.

It is hereby notified for general information that the exclusive right of collecting and removing the Minor Forest Produce in Kalasa Inam Forests from the date of confirmation of the sale to 30th June 1938, will be sold by public auction by the District Forest Officer, Kadur Division, in Kalasa Travellers' Bungalow at 2 P.M. on 24th November 1936.

N.B.—(1) No extra demand will be made for lands resigned from occupation; and the lessee shall not be entitled to any rebate on account of lands taken for cultivation during the currency of the lease.

Description of produce.

Tamarind fruit	Kan cardamom	Chilladabija
Seege kayi	Masani buds	Chagachebija
Gum	Halmaddi	Guggala
Honey	Hulgal seeds	Neem seeds
Bees-wax	Cinnamon seeds	Cashewnut
Kapilarang	Vatehuli	Pappalichakke
Gerubija or marking nut	Bende fibre	Hippe seeds
Wood apple	Wild olive	Mango fruits
Lichens	Silk cotton	Kalluhuvu
Maradipoppu or charpoppu	Kirichal (State Forest)	Makliberu (State Forest)
Horns	Pith	Sogadeberu do
Hides	Linseed	Kakkekayi
Tarikayi	Bolar bark	Somechekke
Kanchagache	Pot stone	Lebi fruit
Gallnut	Rampatre or kanpatre	Inglara
Antavaladakai	Jungle saffron	Nili seeds
Guricharlu	Patanga	Nux-vomica
Wild castor seeds	Bones	
Kan pepper	Maddi	

2. The auction will commence at 2 P.M., and if it is not concluded on the same day, it will be continued on the following day at the same hour.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he (i) produces a certificate from the Amildar of the taluk in which he resides in regard to his solvency and its extent or an exchange certificate as provided in clause 5 and (ii) deposits also with the officer holding the sale a sum of Rs. 200 which must be in the form of Cash or Currency Notes.

5. The highest bidder shall deliver his solvency certificate to the officer conducting the sale and get in exchange, if he so desires, a certificate signed by the latter which will be a sufficient authority for him to bid at auction sale in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sale in case the party named therein happens to be the highest bidder obtaining in lieu thereof, if he wishes a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchase made in the sales of other divisions as well as in the one, in which the exchange certificate is sought for. The deposits of unsuccessful bidders will be returned immediately after the sale.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the Chief Conservator of Forests and the Conservator of Forests, Shimoga, who, at his discretion, may accept or reject the highest or any other bid, without assigning any reason therefor.

7. The successful bidders shall immediately after the close of the sale, credit into the Government Treasury, one-quarter of the total sale amount including the deposit already made together with the local, railway and other cesses, on the entire lease amount at the rates prevailing in the District. In default, the deposit will be forfeited and the right resold. Such resales will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government but will have no claim to any surplus accruing therefrom. Such losses will be recoverable as an arrear of land revenue.

8. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

9. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of proper value procured at his own cost, and also furnish security deposit of Rs. 50 or one-quarter of the sale amount, whichever is less, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit.

In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the three-fourths of the original sale amount. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation or any other law in force for the time being.

Note.—(i) The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(ii) A sample form of the agreement may be seen at any of the District Forest Offices.

10. The balance of half the sale amount will be paid in two equal instalments as follows :—
First khist on or before 1st March 1937.
Second do 1st July 1937.

In default to pay the instalments on due dates, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom, which shall be recovered as an arrear of land revenue, under Section 79 of the Mysore Forest Regulation, or any other law in force for the time being.

Further conditions to be entered in the agreement are :—

(*a*) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sublet it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(*e*) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and the Officers of the Revenue and the Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(*f*) The lessee or sub-lessee shall render every month to the District Forest Officer, an account of the number of cart-loads of the produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer, on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

Note.—Forest Forms 84 and 85 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the Forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Regulation, irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove out of the limits of the taluk before the 30th June 1936, all the produce collected and stored under the terms of the lease.

(*j*) Neither the lessee nor sub-lessee, nor his employees, shall enter the Inam Forests either before sunrise or after sunset.

(*k*) No collection of the Minor Forest Produce will be permitted in the Inam Forests during the fire season, *i.e.*, from the 15th February to the end of April of each year.

(*l*) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.

(*m*) The lessee or sub-lessee has no right to the produce or trees on occupied lands.

(*n*) No damage will be caused to the trees while collecting the Minor Forest Produce. Any such damage will be assessed by the Range Forest Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(*o*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

11. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the District Forest Officer, the Conservator of Forests, Shimoga, or the Chief Conservator of Forests, as the case may be. In the case of mere forfeiture of the deposit amount, in part, or in full, the difference will be made good immediately by the contractor, and if not, the lease will be cancelled and resold at the risk of the tenderer who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

Note.—Interest at 6¼ per cent per annum will be levied on all arrears of amounts which are permitted to be paid after the due date.

Notification dated 22nd October 1936.

The undermentioned quantities of Timber lying in places accessible to carts in the following State Forests will be sold by public auction under the following conditions at Chikmagalur by the District Forest Officer, at 2 P.M. on 12th November 1936 :—

Name of Range	Name of Coupe	Mathi	Nandi	Honne	Jambe	Jalari	Other kinds
		C.ft.	C.ft.	C.ft.	C.ft.	C.ft.	C.ft.
Koppa ..	Basavanakote C. Nos. IV to VII.	621	..	..	..	..	..
	Manabur District Forest.	2,077	..	..	..	141	..
	Devadan C. Nos. I to III.	..	..	..	1,478	..	..
Mudigere ..	Sargode C. Nos. I to IV.	2,619	27	566	..	..	427

Place of sale :—District Forest Office, Chikmagalur.

Date of sale :—12th November 1936.

N.B.—Errors and omissions excepted. The quantities noted are approximate figures.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof will be accepted if tendered on the spot, and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case is subject to the confirmation of the Conservator, and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him, as a revenue demand, under Section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value, where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood; and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of the successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of notice of confirmation of the sale, whichever is later. In case of purchases of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000, provided the full value is paid not later than the 15th June 1937. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed, for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale excluding the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid. Interest at 9% per annum will be levied on all arrears of amounts permitted to be paid after the due dates.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser, so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

M. A. MUTHANNA,
District Forest Officer.

CHITALDRUG DISTRICT.

Abstract Notification dated the 9th October 1936.

The attention of the public is invited to the detailed notification calling for tender for the purchase of the right to collect and remove Minor Forest Produce from the Molakalmuru, Challakere and Harihar units up to end of June 1938, published on Pages 1691-1693, Part VI of the *Mysore Gazette*, dated the 15th October 1936.

D. N. MOORTY RAO,
District Forest Officer.